

October 15, 2007

Teresa Rigsby
Scott County Assessor
1 East McClain Avenue, Suite 150
Scottsburg, Indiana 47170

Letter Agreement

Dear Ms. Rigsby:

Tyler Technologies, Inc., CLT Division ("the Company"), agrees to provide professional services to the Scott County Assessor, for the purpose of assisting the Assessor in recommendations on completing trending of property assessments for the 2006 and 2007 calendar year. The terms of this Agreement are as follows:

1. Scope of Services. Tyler Technologies agrees to provide to the Scott County Assessor consulting services from a professional appraiser knowledgeable with respect to the legal requirements of the State of Indiana in determining real property assessments. The professional appraiser will assist the Assessor in running reports and provide a solution for the Assessor to use in order to make the values on Commercial and Industrial for 2006 and 2007 compliant.
2. Compensation. Tyler Technologies will be paid the sum of Six Hundred Twenty-Five Dollars (\$625.00) per day, or any part thereof, for professional services rendered in this Agreement.
3. Estimated Cost of Services. The parties estimate the Assessor will require approximately Four (4) days of professional services with an anticipated cost of Twenty-Five Hundred Dollars (\$2,500.00). The County will be billed for the exact number of days for which professional consulting services are actually provided. Any days above and beyond four days will be billed at \$625.00 per day.
4. Payment. The Company shall bill every four (4) weeks for an amount which shall be in such proportion to the fee as the percentage of the project completed during the preceding four (4) weeks shall bear to the entire project. The percentage of the project completed during the preceding four (4) weeks shall be set forth by the Company on a report submitted with its billing. The County shall have the right to review with the Company its report of progress. Payment shall be made within thirty (30) days of submission of a claim to the Scott County Auditor's Office, and publication as required by law. The balance of the fee shall be paid by the County to the Company upon and in exchange for the final delivery provided for herein.

tyler works.

5. Additional Terms and Conditions. The additional terms and conditions set forth in Schedule A are herein incorporated by reference and made a part of this Agreement.

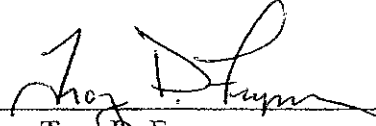
6. Completion Date. The parties agree that all work to be performed under this Agreement will be completed on or before December 31, 2007.

7. Authority to Execute. The undersigned herein represent and warrant that they are duly authorized to enter into this Agreement for and on behalf of the Company and County respectively.


8. Effective Date. This Agreement shall be effective upon execution by both parties.

DATED this 15th day of October, 2007.

TYLER TECHNOLOGIES, INC.

By: 
Troy D. Fryman

SCOTT COUNTY ASSESSOR

By: 
Teresa Rigsby

Schedule A

**TYLER TECHNOLOGIES, INC. | CLT DIVISION
ADDITIONAL TERMS & CONDITIONS**

INSURANCE & INDEMNIFICATION:

Except as provided below, the Company agrees to defend and save harmless the Client, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the Client is free from negligence on the part of itself, its employees and agents.

The Client agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the Client to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Indiana and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the Client, Certificates of Insurance shall be supplied to the Client by the Company detailing the above coverage. A carrier authorized to do business within the State of Indiana will issue these certificates.

GOVERNING LAW:

This Agreement shall be interpreted under the substantive law of the State of Indiana as it existed and was interpreted on the date of this Agreement. In the event that the laws of the State of Indiana change, so as to create additional work for the Company not provided for in this Agreement, the Client shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated.

FORCE MAJEURE:

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

ARBITRATION:

Except as set forth in this Article, any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration before a single arbitrator in a location of the Client's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter hereof.

TERMINATION:

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of termination or suspension, the Company shall be entitled to receive payment in full (at the amounts and rates set forth herein, or if not specifically set forth in this Agreement, at the Company's standard or published rates) for all services, software, licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

NON-SOLICITATION:

During the Period of Agreement and for a period of six months following the project completion date, the Client will not solicit for employment or hire any Company employee without the express written consent of the Company.

ADDITIONAL COMPENSATION:

Additional compensation that may be due the Company as the result of services requested by the Client that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

COMPANY RIGHT TO STOP WORK FOR NON-PAYMENT:

Payment of billings is due within thirty (30) days after the date of each billing. Failure of the Client to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

ENTIRE AGREEMENT:

This Agreement represents the entire agreement of Client and the Company with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied or statutory. The Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the Client.